

UNITED STATES DISTRICT COURT
THE DISTRICT OF MASSACHUSETTS

PAULA O'DONNELL

Plaintiff

v.

Civil Action No. 05-11257-NG

DONNA BOGGS*, MARIAN DOUCETTE*,
BRENDAN HALL, WILLIAM FRANCIS,
MARY LOU MEGAN* and THE BOSTON
GLOBE EMPLOYEES CREDIT UNION

Defendants

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Pursuant to Fed. R. Civ. P. 56, Defendants Donna Boggs, Marion Doucette, Brendan Hall, William Francis, Mary Lou Meighan and the Boston Globe Employees Credit Union move for summary judgment dismissing the claims of the Amended Complaint in their entirety. As previously held by this Court, Plaintiff's state law claims for tortious interference with contractual relations are preempted by Section 301 of the Labor Management Relations Act ("LMRA") (29 U.S.C. §185). *See* Electronic Order dated May 18, 2006, adopting the Report and Recommendations of Magistrate Judge M.B. Bowler (the "Report") (Docket Entry #11). The identical claims are set forth in the Amended Complaint. They are subject to the law of the case doctrine, and should be dismissed. Plaintiff cannot establish the elements of a Section 301

* Defendant Donna Boggs was incorrectly identified in defendants' Notice of Removal as Donna Briggs. Plaintiff has misspelled the names of defendants Marion Doucette and Mary Lou Meighan in her complaints. The proper spelling is used herein, as is the caption contained in Plaintiff's First Amended (Consolidated) Complaint.

claim. She cannot prove that her former employer, defendant Boston Globe Employees Credit Union, breached the collective bargaining agreement that governed the employment relationship, nor can she establish that the labor union to which she belonged breached its duty of fair representation. Moreover, the summary judgment record clearly establishes that Plaintiff's Section 301 claim is untimely and is barred by the six-month statute of limitations under the LMRA. Finally, Plaintiff's civil rights claims require an interpretation of the collective bargaining agreement and are preempted under Section 301, and in any event also fail on the merits.

In support of this Motion, Defendants state as follows:

- (1) As to these issues there is no genuine dispute of material fact; and
- (2) On the undisputed material facts, Defendants are entitled to summary judgment as a matter of law.

In conjunction with this Motion, Defendants submit the following accompanying materials:

- (1) Memorandum of Law in Support of Defendants' Motion for Summary Judgment;
- (2) Defendants' Statement of Undisputed Material Facts Pursuant to Local Rule 56.1;
- (3) Affidavit of Harvey Weiner with Exhibits thereto;¹ and
- (4) Affidavit of Mary Mahoney with Exhibits thereto.

For the reasons given above and in the accompanying materials, the Defendants' Motion for Summary Judgment should be granted, and judgment should enter dismissing all claims.

¹ Defendants filed the Affidavit of Harvey Weiner and the exhibits thereto with their previous summary judgment motion on September 6, 2005. To avoid duplication and unnecessary burdening of the Court's electronic filing system, Defendants rely on the earlier submission of the Weiner Affidavit and respectfully refer the Court thereto. (Docket Paper #7.)

REQUEST FOR ORAL ARGUMENT

Defendants request oral argument.

DONNA BOGGS, MARIAN DOUCETTE,
BRENDAN HALL, WILLIAM FRANCIS,
MARY LOU MEGAN, and THE BOSTON
GLOBE EMPLOYEES CREDIT UNION

By their attorneys,

/s/Elizabeth A. Houlding

Harvey Weiner, BBO#519840
Elizabeth A. Houlding, BBO#645981
PEABODY & ARNOLD LLP
30 Rowes Wharf
Boston, MA 02110
(617) 951-2100

CERTIFICATE OF SERVICE

I, Elizabeth A. Houlding, hereby certify that I have this 19th day of January, 2007, served a copy of the foregoing document upon all counsel of record by causing a copy of same to be electronically served upon: seaink@earthlink.net

/s/Elizabeth A. Houlding

Elizabeth A. Houlding

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